

REMARKS

In the Office Action mailed May 19, 2003, claims 1-25 were rejected under 35 USC §102 in view of Whitmyer '468. Applicant respectfully responds to the Office Action by pointing out claimed features that are not fairly taught by Whitmyer '468.

The invention is directed to a computerized project management system that provides multi-user access and controls the access based on the user authorization level. The invention includes an administrative access control that allows an administrator to selectively grant access levels to project personnel (see Figs. 1B, 2 and 4A-B). The invention further includes features recited in other claims as described below including electronic filing and docketing, synchronizing records, and contract payment tracking.

Whitmyer '468 is directed to a client authorization system, which generates web pages for clients to authorize actions. Whitmyer '468 does not teach or suggest providing an authorization structure to selectively grant clients access to records, and which would allow a client to log into the computer system and be able to selectively add, view, edit or modify project records based of their access levels.

Examiner Interview

Applicant thanks the Examiner for making time available for a teleconference on June 26, 2003. The draft amendment was discussed and the Examiner agreed to consider Applicant's remarks, but no final agreements were reached between Applicant and the the Examiner. In response to the Examiner's comments, Applicant submits an amendment of claims 1 and 6.

Applicant submits an amendment of claim 1 including additional details of the administrative control. The Examiner noted that there may be prior art on a conventional computer access control system. Applicant asserts that Whitmyer '468 does not provide any suggestion whatever that an administrative access function could be used with his invention. Consequently, Applicant believes that there is no grounds for a §103 rejection combining a conventional access control function as the Examiner may discover in other unrelated prior art (while making no admission that such prior art may or may not exist).

Applicant also submits an amendment to claim 6 re-written in independent form substantially as originally submitted. Applicant submits arguments below directed to newly independent claim 6.

Drawings

The Office Action did not indicate whether the drawings as originally submitted were acceptable. Applicant intended to submit formal drawings with the initial filing. If the drawings are not acceptable, Applicant will respond promptly to any such requirement to submit new formal drawings.

35 USC §102

A rejection under 35 USC §102 requires that the cited reference teach all the claimed elements. A rejection under 35 USC §103 requires that the combined references suggest the claimed combination. (MPEP 706 and 2141 et seq.).

Claims 1-5

Claims 1-5 are directed to aspects involving project access and docket administration.

Amended claim 1 recites an authorization structure as follows:

“an authorization structure coupled to the processor and configured to selectively allow the users to log into the control structure and access the records to selectively add, edit, modify and delete project records depending on the users’ access levels, the authorization structure including administrative access control that allows selectively granting access levels to project personnel”

The authorization structure in the present invention is very valuable since it supports security level access grants to any of a number of project personnel. This means that certain project personnel can have full read/write access while others have read-only access and while still others have no access.

Whitmyer ‘468 does not teach or suggest an authorization structure as claimed in claims 1-5. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 1-5.

Claims 6-10

Claim 6 is re-written in independent form substantially as originally submitted. Claims 6-10 are directed to aspects involving e-filing with another computer system. Specifically, claim 6 recites the elements of originally submitted claim 1 and further:

wherein the communication structure includes an electronic filing structure configured to electronically file a document with another computer system; and

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wherein the memory is configured to store attributes of the document including a date stamp.

Whitmyer '468 does not teach or suggest the elements set forth in claims 6-10 including filing documents with other computer systems and storing associated attributes as claimed in claims 6-10. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 6-10.

Claims 11-12

Claims 11-12 depend from claim 1 and are directed to aspects involving synchronization. Specifically, claim 11 recites:

the control structure is configured to synchronize records with a remote computer by flagging downloaded records sent to the remote computer, and at a later time, comparing any uploaded records received from the remote computer, and reconciling the records.

Whitmyer '468 does not teach or suggest synchronizing files with another computer system, and then reconciling the records as claimed in claims 11-12. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 11-12.

If the Examiner continues the rejection of amended claim 1, Applicant requests the Examiner to indicate whether claims 11-12 would be allowable if re-written in independent form including all the limitations of originally submitted claim 1.

Claims 13-17

Claims 13-17 depend from claim 1 and are directed to aspects involving contract administration. Specifically, claim 13 recites:

a contract administrator structure configured to store agreed upon contract terms and an agreed upon a payment plan and deliverable plan between a buyer of a predetermined service and a seller of a predetermined service; an escrow structure configured to record a deposit representing an amount of money in an escrow account, according to the agreed upon payment plan; and wherein the escrow structure is configured to record a deliverable representing the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, to transfer from the escrow account the amount of money equal to the agreed upon payment plan.

Whitmyer '468 does not teach or suggest contract administration as claimed in claims 13-17. Specifically, Whitmyer '468 does not mention anything about contract terms, a payment plan and an escrow structure. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 13-17.

If the Examiner continues the rejection of amended claim 1, Applicant requests the Examiner to indicate whether claims 13-17 would be allowable if re-written in independent form including all the limitations of originally submitted claim 1.

Claims 18-25

Claims 18-25 pertain to a project managed between a buyer and seller where the project includes a payment plan and staged escrow. Specifically, claim 18 recites:

the buyer and seller agreeing on a payment plan and deliverable plan;
the buyer depositing an amount of money in an escrow account, according to the agreed upon payment plan;
and
the seller performing the predetermined service, and when the deliverable is delivered to and approved by the buyer, receiving from the escrow account the amount of money equal to the agreed upon payment plan;
the seller maintaining an electronic docket related to the project to insure that predetermined deadlines are met.

Whitmyer '468 does not teach or suggest project management as claimed in claims 18-25. Specifically, Whitmyer '468 does not mention anything about contract terms, a payment plan and an escrow structure. Consequently, Applicant requests that the Examiner reconsider and withdraw the rejection of claims 18-25.

Conclusion

For the reasons set forth above, Applicant submits that the pending claims recite subject matter that is not taught or suggested by the references. Accordingly, Applicant requests that the Examiner reconsider and withdraw the rejections, and issue a notice of allowance. If any matters can be resolved by telephone, Applicant requests that the Patent and Trademark Office call the Applicant at the telephone number listed below.

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